(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at $6\frac{1}{4}$ per cent per annum on all belated payments.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

C. A. JABBAR,
Chief Conservator of Forests.

ENGINEERING DEPARTMENT.

MYSORE DIVISION.

Notification dated 13th April 1940.

1. Sealed tenders will be received at the Office of the Executive Engineer, Mysore Division, up to 12 NOON on 22nd April 1940, for constructing a block of Linemen's Quarters at the tapping structure near Hootagahalli Village, Mysore Taluk.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Mysore Division, should be addressed to the Executive Engineer, Mysore Division, in a sealed cover and superscribed as "Tender for constructing a block of linemen's quarters at the tapping structure near Hootagahalli Village, Mysore Taluk." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a deposit of Rs. 200 (in words rupees two hundred only in cash or Government Promissory Notes or Mysore Government Bonds, duly endorsed at face value or market value whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers as wish to be present on 22nd April 1940 at Mysore. The final acceptance of the tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the Departmental Schedule Contract Form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Mysore, on all working days, between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs. 3.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumsump amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the Schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of June 1940, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. ..... per day, which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, meaurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. **The tenderer will pay the hire on tools and plant and machinery as per rules from the** date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.

(2) Provide all necessary scaffolding, centering labour and appliances for hoisting.

(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.

(4) Arrange for protecting work during inclement weather.

(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.

(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.

(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.

(8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.

(9) Afford facilities to any other parties employed upon the work by the P. W. D. so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.

(10) The contractor is responsible for all accidents to workmen, etc., on the work, and he must take precaution against all risk of accidents and, if necessary, provide for the same by insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

23. The Mysore cement must be used in the construction.

Abstract estimate of approximate quantities for constructing a block of Linemen's Quarters at the Tapping structure neat Hootagahalli Village, Mysore Taluk.

No.	Items of work	Per Unit	Quantity	Rate in Words	Rate in Figures
				Rs. a. p.	Rs. a. p.
1	Earthwork excavation and filling in basement with consolidation, etc., complete	C.yd.	29		
2	Stone jelly concrete in lime mortar 1 : 2 for foundation (quartz jelly)	C.ft.	309		
3	Size stone in clay foundation and basement including bond stones 6′ apart (in courses not less than 6″ high)	C.ft.	741		
4	Burnt brick in clay superstructure	,,	1,545		
	(*a*) Burnt brick in lime mortar	,,	510		
5	Burnt stone slabs 4″ thick roughly dressed and fixed in mortar	S.ft.	129		
	(*a*) Stone slabs 6″ thick exposed parts one line dressed and fixed in mortar	,,	21		
6	Chunam plastering 2 coats	Sqr.	40·38		
7	Cement pointing with thread lining	,,	2·07		
8	White and colour washing 2 coats (as per plastering and pointing)	,,	42·45		
9	Roofing with first class Mangalore tiles on teakwood reepers 2″×1″ including wood oiling and tying the tiles to double reepers with galvanized wire	,,	16·55		
10	Ridge tiles set in mortar and cement pointed	R.ft.	78		
11	Ventilating tiles, big size fixing, etc., complete	No.	16		
12	T. W. work, wrought and put up including 2 coats of wood oiling	C.ft.	68·00		
13	T. W. doors battened 1″ thick shutters with all fixtures complete (from 3″×4″) flat iron clamps 1′ long and 2″ wide	S.ft.	156		
14	T. W. battened windows 1″ thick shutters and $\frac{5}{8}$″ iron bars with all fixtures complete	,,	75		
15	T. W. shelves with frames and battened shutters and shelf planks, etc., complete	,,	60		
16	Chocolate painting 2 coats	Sqr.	7·52		
17	Constructing sinks in bath rooms, complete	Each	No. 4		
18	Providing stone mortar and pestle fixed complete	,,	4		
19	Flooring with 3″ lime concrete (1 : 3) and 1$\frac{1}{2}$″ cement concrete (1 : 2 : 4) on top with $\frac{1}{2}$″ cement plastering (1 : 3) on top complete with red ochre colour	Sqr.	5·5		
	(*a*) Do do without red ochre colour	,,	2·5		
20	Levelling ground—				
	Earthwork excavation in all soils	C.yd.	..		
	Forming the ground	S.yd.	..		
21	Sinking a well (noted below)	..	..		
22	Providing and fixing teakwood planks with teakwood pegs complete	S.ft.	100		
23	Constructing "V" shaped drain 4″ in lime concrete as per specification	R.ft.	70		
24	Chunam patties in brick in lime mortar 3″×6″ plastered, etc., complete	,,	125		
25	Excavating soakage pits 5′×5′×6′ and fitted with brickbats of 1$\frac{1}{2}$″ to 2″ size well burnt and covered with 1′ thick red earth and connecting the drain to it with a galvanized pipe 3″ to 4″ diameter and an iron grating at the entrance, etc., complete	No.	1		

No.	Items of work	Per Unit	Quantity	Rate in Words	Rate in Figures
				Rs. a. p.	Rs. a. p.
26	Fencing alround 4 rows of barbed wire and L iron posts 2″×2″×3-16″ at every 10 ft. apart and corner streets, etc., complete	R.ft.	210		
	Abstract estimate for sinking a well 4′×4′ inner dimension).				
1	Earthwork excavation in gravelly soil	C.yd.	14¼		
2	Excavation in soft rock 6′ to 12′	,,	14¼		
3	Blasting hard rock with gun powder—				
	12′ to 15′	,,	1·8		
	15′ to 18′	,,	1·8		
	18′ to 21′	,,	1·8		
	21′ to 24′	,,	1·8		
	24′ to 27′	,,	1·8		
	27′ to 30′	,,	1·8		
4	Blasting hard rock with dynamite—				
	30′ to 36′	,,	3·6		
	36′ to 42′	,,	3·6		
	42′ to 45′	,,	3·6		
5	Burnt stone slabs 6″ thick dressed and fixed at bottom and top of stone steining	S.ft.	153		
6	Two line dressing slabs	,,	87		
7	Cutting grooves in slabs	Each	2		
8	Size stone in lime mortar	C.ft.	594		
9	Cement pointing 1 : 3	Sqr.	3·02		
10	Providing and fixing R. S. joists including drilling holes, clamps, etc., complete	Cwt.	0·9		
11	Providing an iron pulley with all fittings, etc., complete	Each	1		
12	Unforeseen works such as levelling and trimming the sides, etc., complete	S.yd.			

S. RAMASWAMY,
Executive Engineer.

MEDICAL DEPARTMENT.

OFFICE OF THE DISTRICT MEDICAL OFFICER, TUMKUR DISTRICT.

Notice dated 16th April 1940.

The public are hereby informed that the date of sale by auction of certain obsolete books of the District Hospital, Tumkur, which was fixed for 22nd April 1940 as per *Gazette Notification*, dated 3rd April 1940, is postponed until further orders from the Senior Surgeon's Office.

S. V. BILIGIRI IYENGAR,
District Medical Officer.

MISCELLANEOUS DEPARTMENTS.

DEPARTMENT OF PUBLIC INSTRUCTION.

GOVERNMENT HIGH SCHOOL, MALLESWARAM, BANGALORE.

Notification No. 2083 *of* 1939-40.

It is hereby notified that an old bicycle will be sold by auction on Monday the 20th May 1940 at 4-45 P.M. in the school premises.